

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 350)

RATING

PAGE

1

30

2. CONTRACT (Proc. Inst. Ident.) NO.
DTFAAC-05-D-00018

3. EFFECTIVE DATE

11-29-04

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
04-01390

5. ISSUED BY CODE

FAA, NAS Acquisition Contracting Team (AMQ-210)
6500 South MacArthur Boulevard
P.O. Box 25082
Oklahoma City, OK 73125-4929

6. ADMINISTERED BY (If other than Item 5) CODE

FAA, NAS Acquisition Contract Mgmt. Team (AMQ-240)
6500 South MacArthur Boulevard
P.O. Box 25082
Oklahoma City, OK 73125-4929

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)

Safety and Security Services, Inc.
416 N.W. 8th
Oklahoma City, OK 73102

8. DELIVERY

Reference F.2

OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT
Net 3010. SUBMIT INVOICES
(4 copies unless other-
wise specified) TO THE
ADDRESS SHOWN IN:

ITEM

BLOCK 12.

CODE

FACILITY CODE

11. SHIP TO/MARK FOR CODE

FAA/MM Aeronautical Center
6500 S. MacArthur Blvd., P. O. Box 25082
Oklahoma City, OK 73169

12. PAYMENT WILL BE MADE BY: CODE

FAA, Financial Operations Division (AMZ-100)
P.O. Box 25710
Oklahoma City, OK 73125-4913 (405) 954-4304

13 RESERVED

14. ACCOUNTING AND APPROPRIATION DATA

To be shown on delivery order(s) issued hereunder.

15A. ITEM NO.

15B. SUPPLIES/SERVICES

15C. QUANTITY

15D. UNIT

15E. UNIT PRICE

15F. AMOUNT

Accepted as to contract line items 1(a), 2(a), 3(a), 4(a), 6(a), 7(a) through 8, inclusive,
in Part I, Section B, Base Contract Year only. Amendments A001 and A002 incorporated
herein.

ESTIMATED

15G. TOTAL AMOUNT OF CONTRACT

4,255,208.83

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. x CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

19A. NAME AND TITLE OF SIGNER (Type or print)

Jim Price Exec. Vice President

19B. NAME OF CONTRACTOR

BY (Signature of person authorized to sign)

19C. DATE SIGNED

18. AWARD (Contractor is not required to sign this doc.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

20A. NAME OF CONTRACTING OFFICER
PHYLLIS TOWNSLEY

20B. UNITED STATES OF AMERICA

BY (Signature of Contracting Officer)

20C. DATE SIGNED

11-29-04

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <small>OFFEROR TO COMPLETE BLOCKS 12, 16, 22, 23, & 28</small>				1. REQUISITION NUMBER AC-05-00748		PAGE OF 1 2	
2. CONTRACT NO. DTFAAC-05-D-00018		3. AWARD/ EFFECTIVE DATE 11/29/2004		4. ORDER NUMBER 0001		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Phyllis Townsley		b. TELEPHONE NUMBER (No collect calls) 405-954-7816		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY		CODE AMQ0210-ARC		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE <input type="checkbox"/> SMALL BUSINESS SIC: 561612 SIZE STANDARD: \$10.5		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
AMQ-210 CONTRACTING TEAM FAA AERONAUTICAL CENTER PO BOX 25082 MPB ROOM 312 OKLAHOMA CITY OK 73125						12. DISCOUNT TERMS See Schedule	
14. DELIVER TO		CODE A6973R3M		15. ADMINISTERED BY		CODE AMQ240-ARC	
A6973R3M 6973R3 FAA AERO CENTER AMP-300 OPER& MAINT.DIV.BASE MAINT.REC.DOCK PO BOX 25082 M OKLAHOMA CITY OK 731250082 US				AMQ-240 CONTRACT MANAGEMENT TEAM FAA AERONAUTICAL CENTER PO BOX 25082 MPB ROOM 302 OKLAHOMA CITY OK 73125			
16a. CONTRACTOR/ OFFEROR		CODE		17a. PAYMENT WILL BE MADE BY		CODE	
SAFETY AND SECURITY SERVICES INC 416 NW 8TH OKLAHOMA CITY OK 73102				FAA AC ACCTG OFC DOT/FAA AMZ-100 PO BOX 25710 OKLAHOMA CITY OK 73125		FAA AC ACCTG O	
TELEPHONE NO. <input type="checkbox"/> 16b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				17b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 17a. UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM			
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY	21. UNIT	22. UNIT PRICE	23. AMOUNT
	AMP 300 / Ken Doerksen DISTR: T Delivery: 12/01/2004 Continued ...						
24. ACCOUNTING AND APPROPRIATION DATA See schedule						25. TOTAL AWARD AMOUNT (For Contract Authority Use Only) \$16,241.31	
26. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input type="checkbox"/> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				27. AWARD OF CONTRACT: REFERENCE _____ OFFER <input checked="" type="checkbox"/> DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
28a. SIGNATURE OF OFFEROR/CONTRACTOR				28b. CONTRACT AUTHORITY (SIGNATURE OF CONTRACTING OFFICER) 			
29a. NAME AND TITLE OF SIGNER (Type or Print)		29b. DATE SIGNED		29c. NAME OF CONTRACTING OFFICER (Type or Print)		29d. DATE SIGNED	
				Phyllis Townsley		11/29/04	
30a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				31. SHIP NUMBER		32. VOUCHER NUMBER	
				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
32b. SIGNATURE OF AUTHORIZED CONTRACT AUTHORITY REPRESENTATIVE		32c. DATE		34. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. CHECK NUMBER	
				36. S/R ACCOUNT NUMBER		37. S/R VOUCHER NUMBER	
						38. PAID BY	
39a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				40a. RECEIVED BY (Print)			
39b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		39c. DATE		40b. RECEIVED AT (Location)			
				40c. DATE REC'D (YY/MM/DD)		40d. TOTAL CONTAINERS	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

DTFAAC-05-D-00018/0001

PAGE

OF

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NAME OF OFFEROR OR CONTRACTOR

SAFETY AND SECURITY SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Discount Terms: PROMPT NET 30 Mark For: Ken Doerksen, AMP-300</p> <p>Period of Performance: 12/01/2004 to 12/31/2004</p> <p>Transition period funds for Security Guard Services for the MMAC (December 1-31, 2004) ISO9000: N Project Data: 12XXFANOPROJ.000000.ACR1300000.25407.11/23/2004.1250100000.342000 Accounting Info: 1250100000.2005.504D342000.ACR1300000.25407.61006600.0000000000.0000000000 0.0000000000 acct1: 1250100000 acct2: 2005 acct3: 504D342000 acct4: ACR1300000 acct 5: 25407 acct6: 61006600</p> <p>Total amount of award: \$16,241.31.</p>				16,241.31

CONTINUATION SHEET

PART I - SECTION BSUPPLIES OR SERVICES AND PRICES/COST

The contractor shall furnish all necessary management, personnel, equipment and materials (except as specified elsewhere herein as being furnished by the Government), required to perform security guard services for the Mike Monroney Aeronautical Center (MMAC), Oklahoma City. Performance shall be in accordance with the Statement of Work (SOW) and all other terms, conditions and provisions referenced herein. The contractor will be paid for services performed in accordance with the following price schedule.

PRICE SCHEDULE

ITEM	SUPPLIES/SERVICES	Quantity	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	Security Guard Services for the MMAC IAW SOW (Attachment 1).				
(a)	Basic Contract (First Year)	12	MO	\$287,471.14	\$3,449,653.69
(b)	First Option Year (Second Year)	12	MO	\$278,597.05	\$3,343,164.61
(c)	Second Option Year (Third Year)	12	MO	\$279,452.49	\$3,353,429.87
(d)	Third Option Year (Fourth Year)	12	MO	\$279,376.23	\$3,352,514.77
(e)	Fourth Option Year (Fifth Year)	12	MO	\$280,264.55	\$3,363,174.61
2.	Security Guard Services for the Logistics Support Facility IAW SOW (Attachment 1).				
(a)	Basic Contract (First Year)	12	MO	\$ 22,918.61	\$ 275,023.33
(b)	First Option Year (Second Year)	12	MO	\$ 22,013.49	\$ 264,161.89
(c)	Second Option Year (Third Year)	12	MO	\$ 22,100.74	\$ 265,208.90
(d)	Third Option Year (Fourth Year)	12	MO	\$ 22,092.96	\$ 265,115.56
(e)	Fourth Option Year (Fifth Year)	12	MO	\$ 22,183.57	\$ 266,202.82
3.	Security Guard Services for the Thomas Road Facility IAW SOW (Attachment 1).				
(a)	Basic Contract (First Year)	12	MO	\$ 8,310.07	\$ 99,720.78
(b)	First Option Year (Second Year)	12	MO	\$ 8,050.58	\$ 96,606.92
(c)	Second Option Year (Third Year)	12	MO	\$ 8,075.59	\$ 96,907.09
(d)	Third Option Year (Fourth Year)	12	MO	\$ 8,073.36	\$ 96,880.33
(e)	Fourth Option Year (Fifth Year)	12	MO	\$ 8,099.34	\$ 97,192.04
4.	Security Guard Services for the Technical Support Facility (TSF) at the MMAC IAW the SOW, (Attachment 1).				
(a)	Basic Contract (First Year)	12	MO	\$ 6,050.97	\$ 72,611.63
(b)	First Option Year (Second Year)	12	MO	\$ 5,792.51	\$ 69,510.13
(c)	Second Option Year (Third Year)	12	MO	\$ 5,817.43	\$ 69,809.11
(d)	Third Option Year (Fourth Year)	12	MO	\$ 5,815.20	\$ 69,782.46
(e)	Fourth Option Year (Fifth Year)	12	MO	\$ 5,841.08	\$ 70,092.92

OPTIONAL LINE ITEM TO BE EXERCISED AT THE SOLE DISCRETION OF THE FAA
(Reference clause G.5)

5. Security Guard personnel for
Escort Services IAW the SOW
(Attachment 1).

(a) Basic Contract (First Year)	12	MO	\$ 28,256.92	\$ 339,083.05
(b) First Option Year (Second Year)	12	MO	\$ 28,317.48	\$ 339,809.73
(c) Second Option Year (Third Year)	12	MO	\$ 28,474.20	\$ 341,690.39
(d) Third Option Year (Fourth Year)	12	MO	\$ 28,631.71	\$ 343,580.51
(e) Fourth Option Year (Fifth Year)	12	MO	\$ 28,790.80	\$ 345,489.55

6. Additional Security Guard Services
as ordered by the FAA on an hourly
basis as may be required.
(Reference Clause C.2 and H.3)

	Estimated Annual Quantity		*Composite Hourly Rate	Total Estimated Amount
Security Guard II				
(a) Basic Contract (First Year)	100	HRS	\$ _	
(b) First Option Year (Second Year)	100	HRS	\$ _	
(c) Second Option Year (Third Year)	100	HRS	\$ _	
(d) Third Option Year (Fourth Year)	100	HRS	\$ _	
(e) Fourth Option Year (Fifth Year)	100	HRS	\$ _	

7. Locksmith Services as ordered by
the Contracting Officer
Representative.

			*Composite Hourly Rate
(a) Basic Contract (First Year)	25	HRS	\$ _
(b) First Option Year (Second Year)	25	MO	\$ _
(c) Second Option Year (Third Year)	25	MO	\$ _
(d) Third Option Year (Fourth Year)	25	MO	\$ _
(e) Fourth Option Year (Fifth Year)	25	MO	\$ _

8. Transition Period
(Reference Clauses F.1 and H.1)
(Base Year Only)

Quantity	
JOB	\$ 16,241.31

NOTE: (A) *Composite Hourly Rate (CLIN 6 and 7) includes direct, indirect, overhead and profit. (B) Payment for CLINS 1, 2, 3, 4, 5 and 8 will be made in accordance with AMS 3.3.1-1, Payments. (C) Payment for CLIN 6 and 7 will be made in accordance with AMS 3.3.1-5, Payments under Time-and-Materials and Labor-Hour Contracts.

PART I - SECTION C - DESCRIPTION/SPECS/WORK STATEMENT

C.1 SCOPE OF WORK

The contractor shall provide the services as referenced in Section B in accordance with the Statement of Work for the Federal Aviation Administration, Mike Monroney Aeronautical Center, Security Guard Service (SOW), dated July 6, 2004, and listed as Attachment 1 in Part III - Section J, List of Attachments, and the terms, conditions and provisions included herein.

C.2 DEFINITIONS

(a) Hourly Composite Rate includes direct and indirect labor, indirect material, overhead and profit. Payment under the applicable item will be computed by multiplying the Direct Labor Hours expended by the Hourly Composite Rate. The amounts payable for fractional parts of an hour may be prorated by fractions or increments not less than one-tenth (1/10) of one hour.

(b) Additional definitions/acronyms relating to required services are listed on page viii through x of the Statement of Work.

C.3 EMERGENCY SITUATIONS AND EXERCISES DURING
CONTRACT PERFORMANCE (SEP 2001)

CLA.4548

(a) Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel not being subject to the direction and control of Government personnel when performing non-personal contract services in FAA facilities.

(b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, etc.

(c) Contractor personnel shall participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements that are then announced at the time of an exercise, contractor personnel will be excused from /evacuations.

(d) Contractor management/supervisors shall ensure that each contractor employee assigned work in FAA facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Information on emergency procedures may be requested from the Contracting Officer's Technical Representative or a designated FAA contact point at the work site.

PART I - SECTION D - PACKAGING AND MARKING

NOT APPLICABLE

PART I - SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

Inspection and acceptance of the services performed under this contract shall be at destination, Mike Monroney Aeronautical Center, 6500 South MacArthur Boulevard, Oklahoma City, Oklahoma.

3.1-1 Clauses and Provisions Incorporated by Reference (September 2002)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "Contract Writing/Clauses").

3.10.4-4 Inspection of Services- Fixed-Price & Cost Reimbursement (April 1996)

3.10.4-5 Inspection--Time-and-Material and Labor-Hour (April 1996)

PART I - SECTION F - DELIVERIES OR PERFORMANCE

F.1 TRANSITION AND PERIOD OF PERFORMANCE

This contract includes a 30-day transition period tentatively scheduled to begin December 1, 2004, followed by the base year performance starting January 1, 2005, and continuing for 365 days thereafter. The base year is followed by four 1-year option periods to be exercised at the sole discretion of the Government. In the event award is not made sufficiently in advance to provide the stated transition time prior to December 1, 2004, the beginning and ending dates for the base year performance will be adjusted accordingly.

F.2 PLACE OF PERFORMANCE/DELIVERIES

(a) Principal place of performance shall be at the Mike Monroney Aeronautical Center, 6500 South MacArthur Boulevard, Oklahoma City, OK 73169 (Mail: P.O.Box 25082, Oklahoma City, OK 73125).

(b) All data and/or reports shall be delivered as specified in the Statement of work, Sections C.2.21, Monthly Personnel Reporting Requirements, and C.3.12, Data and/or Reports.

F.3 AUTHORIZED PERFORMANCE (JAN 1997)

CLA.0168

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

F.4 CONTRACT PRICE ADJUSTMENT RESULTING FROM CHANGE TO CONTRACT PERIOD

Should a contract be awarded with an effective date later than December 1, 2004, the contract price for the month would be adjusted/prorated based on the total number of days remaining in the contract month. For example, a contract award based on an effective start date of December 15, 2004, would result in an adjusted contract price based on the actual contract monthly dollar amount for contract line item 8 divided by 31 days multiplied by the number of days (16) remaining in the contract month.

F.5 CONTRACT PERIOD (JAN 1997)

CLA.1604

The effective period of this contract is 1 year from date of award.

3.1-1 Clauses and Provisions Incorporated by Reference (September 2002)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "Contract Writing/Clauses").

3.10.1-9 Stop-Work Order (October 1996)

3.10.1-11 Government Delay of Work (April 1996)

PART I - SECTION G - CONTRACT ADMINISTRATION DATA**G.1 GOVERNMENT-FURNISHED PROPERTY**

As specified in Section C.4, Government-Furnished Property and Services, of the Statement of Work, Government-furnished property will be provided to the contractor for use in the performance of this contract. An inventory of the Government-furnished property is provided and listed as Technical Exhibit Two to Statement of Work. The Contractor's Guide for Control of Government Property is available on the internet at <http://fast.faa.gov>.

G.2 INVOICING PROCEDURES - GENERAL (JAN 2002)

CLA.0135

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

(1) The original to: FAA, Mike Monroney Aeronautical Center
Financial Operations Division (AMZ-100)
P.O. Box 25710
Oklahoma City, OK 73125-4913

(2) Two copies to: FAA, Mike Monroney Aeronautical Center
NAS, Contract Management Team (AMQ-240)
P.O. Box 25082
Oklahoma City, OK 73125

(3) Two copies to: FAA, Mike Monroney Aeronautical Center
 Operation and Maintenance Division (AMP-300)
 P.O. Box 25082
 Oklahoma City, OK 73125

(b) Each invoice shall highlight the following information:

- (1) Contract number and applicable Delivery Order number.
- (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
- (3) Extended totals for invoiced quantities.

(c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

G.3 OPTION TO EXTEND SERVICES (JAN 1997)

CLA.0116

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

G.4 INCREMENTAL FUNDING (JAN 1997) (Applicable to 6 and 7)

CLA.2604

(a) The Government reserves the right to incrementally fund this contract on a periodic basis to promote efficiency in the utilization of fiscal allotments through the routine budget process or the use of interim funding measures such as under congressional "continuing resolution" procedures.

(b) Delivery orders will be periodically issued to provide a not-to-exceed amount of funds. Such amount will be sufficient to cover contract performance for the period specified in the order, plus an estimated cost for terminating the contract should additional funds not be available to continue performance under the contract.

(c) This clause becomes inoperative when the contract period is fully funded.

G.5 OPTIONAL LINE ITEM (CLIN 5 - ESCORT SERVICES)

The Government may add the requirement for escort services identified in Schedule B, under optional contract line item 5 at the monthly prices specified. The Contracting Officer may exercise the option at the time of contract award, or by written notice to the Contractor upon determination by the FAA that this contract line item will be exercised.

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 PHASE-IN

(a) To ensure a smooth transition in the change of work effort from the current contractor, this contract contains a phase-in period, the purpose of which is to:

- (1) Become thoroughly familiar with work requirements and work procedures;

(2) Complete training requirements and accomplish necessary training of contractor employees;

(3) Obtain interim or final suitability; and

(4) Obtain all required equipment, uniforms, vehicles, etc., necessary for the contractor to begin full performance.

(b) The contractor will be allowed access to the facilities to familiarize supervisors, key personnel and staff with current operation. Arrangements will be made with the Contracting Officer (CO) or the designated CO Representative (COR).

(c) At the beginning of full contract performance, the contractor shall assume responsibility for all tasks.

H.2 PHASE OUT

The incumbent contractor shall cooperate to the extent required to permit an orderly change over to the successor contractor pursuant to the requirements of AMS Clause 3.8.2-11, Continuity of Services.

H.3 SPECIAL SUPPORT SERVICES (Applicable only to 6 and 7)

(a) Written authorization to proceed on CLIN 6 and 7 set forth in Section B must be received from the CO before performance. This authorization to proceed will be provided by Work Requests issued by the CO or COR.

(b) The contractor will prepare and submit Work Request Proposals for necessary additional work required in the format and details prescribed by the CO or COR.

(c) The composite hourly rate in effect for CLIN 6 and 7 at the time of the Work Request will be the rate paid for all additional work required by the Government.

H.4 PERSONNEL QUALIFICATIONS

(a) Guards shall be qualified and trained to perform duties and responsibilities in accordance with the standards and policies set forth in this contract. Guards must be able to work and communicate effectively with fellow employees and the general public.

(b) Firearms

(1) Each member of the security force, who is required to carry a firearm, must complete an approved firearms training program and qualify prior to working at the Aeronautical Center. on-the-job training or as specifically exempted, in writing, by the CO.

(2) The approved firearms training program shall be the same as the GSA/FPS qualification course, Federal Law Enforcement Training Center Practical Pistol Course, FAA Contract Guard Firearms Qualification Course of Fire.

(3) Training and qualification records for security guard personnel shall be maintained current, and shall reflect all pertinent data regarding formal firearms training received, instruction in FAA firearms policy, and range scores for each individual. Training and qualification records are subject to "spot checks" and inspection by the CO or COR.

(4) Before contractor issue of a firearm is authorized, the contractor shall certify to CO or COR, in writing, that the individual has completed an approved firearms training within the preceding 12-month period.

(5) Individuals who have successfully completed an approved firearms training program shall be required to requalify with his/her personally assigned, by serial number, firearm on an annual basis. The contractor shall notify CO or COR in writing, of every requalification or failure to qualify.

(6) Any exception or deviation from the approved firearms training program or qualification must be approved, in writing, by the CO.

(7) The requirements contained in FAA Order 1600.69B, Facility Security Management Program, Chapter 4, FAA Contract Guard Services.

(8) Firearm Issuance - The firearm issued for duty will be the same firearm, serial number, with which the security guard successfully qualified. If the firearm is not available, due to maintenance, etc., then a similar firearm by make and model will be used as a substitute until the assigned firearm is repaired or returned to service. Any firearm substitution must be reported immediately, in writing, to the CO and/or COR listing the estimated time the firearm will be unavailable for duty.

(c) Medical

(1) Medical examinations of guards to assure their physical fitness shall be conducted and recorded on Standard Form 78 (SF-78), Certificate of Medical Examination, or an equivalent form, during the pre-employment period and annually thereafter or more frequently as determined by the examining physician. The medical examination shall include but not be limited to the items listed on the SF-78 and in the Medical Standards Guide (MSG). The standards in the MSG shall be met by all security guard personnel. In addition, each security guard shall be tested for drugs at the time of initial selection for duty at the Aeronautical Center and at least once per year on a random basis each year thereafter. Personnel who test positive for drug use shall not be permitted to work at the Aeronautical Center.

(2) An Electrocardiogram (EKG) is not required unless deemed necessary by the examining physician. The examining physician will be selected by the contractor. The contractor will furnish to CO or COR completed copies of all SF-78 or equivalent form, for each medical examination of all security guard personnel. The SF-78 may be obtained from the CO or COR.

(d) Complete documentation or copies of all results of preemployment check shall be furnished to the CO or COR. The CO or COR will be given the opportunity to review the documentation and furnish the contractor an evaluation of the proposed action. In the event of disagreement over final selection, such disagreement shall be resolved by the CO.

(e) The assigned personnel shall be instructed not to divulge any information relating to Aeronautical Center security. All requests for information shall be referred to the CO.

H.5 SECURITY INVESTIGATION OF GUARD FORCE PERSONNEL

(a) A Minimum Background Investigation (MBI) is required for all personnel under this contract. Position Sensitivity for this contract are Level 1. Low Risk and Level 5, Moderate Risk.

(b) The contractor shall furnish the following forms for initiating the required investigation to the Service Security Element (SSE):

(1) An original Standard Form 85P (SF-85P), Questionnaire for Public Trust Positions, September 1995 edition.

(2) One copy of the Official Form 306 (OF-306), Declaration for Federal Employment, September 1994 edition.

(3) One single sheet fingerprint chart (FD-258).

(c) The SF-85P shall be completed (all questions answered) in accordance with the instruction sheet. The FD-258 shall be written in ink or typewritten with all answerable question blocks completed. Fingerprint facilities are available at the Aeronautical Center Guard Office located in room 151, Headquarters Building, MMAC, Oklahoma City, OK. Arrangements for using the fingerprinting facilities shall be made by contacting the MMAC guards by phone at (405) 954-4620. Forms must be signed and dated within the 60-day period preceding submission.

(d) Investigations are required to be completed and favorably adjudicated for suitability prior to contract employees having access to MMAC grounds and property. However, preplacement investigative requirements may be waived on an emergency basis by the Servicing Security Element if such action is deemed to be in the national interest. Requests for such waivers must be

submitted to the Servicing Security Element by the requesting Government organization.

(e) The contractor shall ensure that at the time the waiver is requested, Completed forms, SF-85P, OF-306, and FD-258 are provided (through the requesting Government organization) to the Servicing Security Element.

H.6 QUALIFICATION REVIEW AND APPROVAL

See Statement of work C.2.17, Qualification Review.

H.7 DETECTIVE AGENCIES

Federal Law (5 U.S.C. 3108) provides that no employee of the Pinkerton Detective Agency or similar organization may be employed by the Government. The contractor shall not, during the period of performance of this contract, engage in any operation making the contractor ineligible to perform by reason of the provisions of the aforementioned law.

H.8 PERMITS AND LICENSES

The contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licensees and permits, and for complying with any Federal, State, and municipal laws, codes and regulations applicable to the performance of the security guard services (Ref SOW C.5.9, Permits).

H.9 CONTRACTOR-FURNISHED PROPERTY

The contractor shall furnish the property specified in the SOW, Section C.5, Contractor-Furnished Property.

H.10 CONTROL OF GOVERNMENT-FURNISHED PROPERTY

The Contractor shall utilize the Contractor's Guide for Control of Government Property, as a guide for the control and accountability of Government Furnished Property. The guide is available on the internet at <http://fast.faa.gov> (on this webpage select "procurement toolbox").

H.11 GOVERNMENT PROPERTY REPORTS (JAN 1997)

CLA.4528

(a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its subcontractors.

(b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on Form DOT F 4220.43, Contractor Report of Government Property.

H.12 SUPERVISION, TRAINING AND ADMINISTRATION

(a) The contractor shall be fully responsible for the continuous supervision, training, equipping, security orientation, and administration of all assigned personnel. This includes weapons instruction and firing in accordance with FAA Order 1600.69B, the SSE shall approve all firearm qualifications courses. Guards will receive no less than 40 hours on-the-job training in the accompaniment of a fully qualified guard at the Aeronautical Center. The contractor shall be fully responsible for maintaining standards of competency, conduct, and integrity of all assigned personnel to the satisfaction of the CO or the COR. Each guard excluding driver (courier) personnel shall receive at least 32 hours recurrent training per year (See SOW, Section C.7, Training).

(b) The CO, COR, and a representative of the Servicing Security Element may attend any training and/or qualification sessions.

(c) One of the contractor's personnel, in addition to meeting the qualifications as set forth in Clause H.3, Personnel Qualifications, must be designated to provide supervision to ensure that the work hereunder will be performed in accordance with the terms and provisions of this contract. In addition, each shift shall have one individual designated as shift manager. Any change in designated supervision subsequent to contract award shall be made, in writing, by letter addressed to FAA, Mike Monroney Aeronautical Center, NAS, Contract Management Team, Contracting Officer, AMQ-240, P.O. Box 25082 Oklahoma City, OK 73125-4931.

H.13 EMERGENCY SITUATIONS

See Statement of Work, section C.3.10, Response to Emergency Situations.

H.14 TRAINING FOR DRIVERS IN AIRPORT OPERATIONS AREA

(a) The contractor shall ensure that all of their personnel who will have unescorted driving privileges on the Aeronautical Center Air Operations Area (AOA) have read, and certified that they have read, DOT/FAA Order 5200.7, Training for Drivers In An Airport Operations Area, Appendix 1, A Guide to Ground Vehicle Operations on an Airport (DOT/FAA/AS-90-3). This order established requirements for driver training for personnel who, as a part of their job, are required to drive on any airport AOA. Pursuant to the Order, no personnel will be permitted to drive on the airside portion of the airport unless he/she has read, and certified to his/her supervisor that he/she has read the above referenced order.

(b) To ensure that any contractor employee who will be driving on the airport has complied with this directive and has read the Guide, the contractor shall certify compliance with the requirement by completing and returning to the CO or COR, Order 5200.7, Appendix 2, FAA Driver Training Certification, for each contract employee having need to drive on the airside portion of the airport. All contractor personnel must have the required certification on file in order to have unescorted driving privileges on the AOA.

H.15 SUPERVISION OF CONTRACTOR EMPLOYEES

The contractor shall designate one or more supervisors to be located on site within the place designated for performance of security guard services. Contractor supervisors will provide day-to-day supervision of contractor employees including but not limited to work assignment, leave, payroll records, etc. At no time will contractor employees be supervised by Government personnel.

H.16 NOTIFICATION OF CRIMINAL ACTIVITY BY CONTRACT EMPLOYEE (JUL 2001)

CLA.0069

Upon learning that contractor personnel with authorized access to FAA facilities/resources has been charged by a law enforcement agency for any criminal offense other than minor traffic offense, the contractor shall provide written notification within one workday to the Contracting Officer. The Contracting Officer (CO) shall then notify the FAA Servicing Security Element (SSE) AMC-700 at the Aeronautical Center in writing. A traffic offense will be considered minor when the maximum fine that could be imposed is \$300 or less. The contractor will be notified of the impact that the charge or results of

the charge have on the contractor's affected personnel as soon as a determination is provided to the CO by the SSE.

H.17 SAFETY AND HEALTH (JUN 2002)

CLA.0090

(a) The Contractor shall assure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. The contractor shall also ensure that all employees received appropriate and required safety, health, environmental, and equipment operational training. In fulfilling these requirements, the Contractor shall comply with:

(1) Department of Labor Safety and Health Standards for Construction under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq. and CFR 1960).

(2) Occupational Safety and Health Act of 1970, (Public Law 91-598 and 29 CFR 1960) and applicable rules and regulations as may have been delegated to the States.

(3) Supplemental FAA safety and health requirements contained in FAA Order 3900.19B and Order AC3900.21E, Chg 1, or elsewhere in the contract. Other standards used by FAA include the National Fire Codes, American National Standards Institute, American Society of Testing and Materials (ASTM), AC 3940.1C (Procedures for handling injury, illness, or fire at the Mike Monroney Aeronautical Center), etc. This list of standards or laws is not inclusive. Other safety and health FAA regulations can be found in the 3900 classification series entitled, "Employee Health and Safety." Other environmental FAA regulations can be found in the 1000 classification series entitled, "Administration, Management, and Policies -- General."

(b) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.

(c) If the Contractor fails or refuses to promptly comply with any safety or health requirement, the Contracting Officer's Technical Representative (COTR) will notify the Contractor of any such noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work, shall be deemed sufficient. If the Contractor fails or refuses to promptly correct the condition, the COTR may stop all or any portion of the work. When satisfactory corrective action has been taken, the contractor shall request permission to resume work from the COTR. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the COTR to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.

(d) The Contractor shall require contract personnel to wear personal protective equipment when it is necessary because of the hazards on the job and in most instances will provide the equipment, except that which has been specified to be furnished by FAA. All personal protective equipment worn by contractors shall be equal to or exceed the level of protection provided to Government employees.

(e) Contractors shall include a clause in all subcontracts to require subcontractors to comply with this clause.

H.18 REQUIREMENT FOR SCREENING OF CONTRACTOR PERSONNEL (Jul 2001)CLA.1262

(a) **Contractor Screening of Personnel.** The operation of this contract is intended to promote the continued safe and secure operation of Federal Aviation Administration (FAA) facilities, systems and resources that comprise or support the National Aerospace System. Access to most FAA locations, systems and equipment is restricted and controlled by the responsible FAA Servicing Security Element. No rights of access to FAA facilities or resources are conferred to the contractor or contractor personnel by this contract. The contractor is responsible for identifying and providing

qualified and acceptable personnel in performance of the contract. To meet this requirement, the contractor shall perform routine personnel screening prior to personnel having access to any FAA facility, resources, or sensitive information.

(1) The contractor shall obtain a criminal history report of the prospective employee from the appropriate state authority, i.e., the state where the individual was last employed. If the criminal history report reveals an occurrence of activity listed in paragraphs 1 through 6 of the contract attachment entitled "Screening Standards-Contractor" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information. Payment of any fees charged for such criminal history reports shall be the responsibility of the contractor. If the cost is included in the price of the contract, it shall be subject to the usual tests of allocability and reasonableness.

(2) The Government expects that the contractor will normally contact prospective employees' previous employer(s) for employment history, and apply the contractor's customary standards for employment suitability. If this employment history check reveals a documented occurrence of activity listed in paragraph 7 of the contract attachment entitled "Screening Standards - CONTRACTOR" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information.

(3) When specific experience or educational requirements apply to personnel performing on the contract, the contractor shall verify prospective employees' claimed experience or educational qualifications.

(b) Government Screening Standards for Contractor Personnel.

(1) The Contractor shall inform prospective employees that the FAA will perform background investigations on contractor personnel prior to their gaining access to any Federal Aviation Administration (FAA) facility, resource or sensitive information/system in performance of the contract.

(2) Prior to placing any employee in a position having access to FAA facilities, resources or sensitive information, the contractor shall provide that employee a copy of the contract attachment entitled "Adjudicative Standards: Issues". (Appendix 6, FAA Order 1600.72). In addition, the contractor must advise the prospective employee of FAA's intent to employ such adjudicative standards in determining employee access as described above.

(3) Any personnel the contractor employs to work on FAA facilities and resources found to have a conviction history within nine (9) years prior to beginning performance under this contract shall be denied access to any FAA-controlled facility/resource. No access will be granted until the Government's background investigation is complete and a favorable determination made as a result of the adjudication process.

(c) Upon written request to the CO or his/her designated representative, the FAA may waive the screening requirements with respect to:

(1) a contractor employee that has had a FAA background investigation within the previous five years, with uninterrupted employment and performance on a FAA facility, and a record of acceptable behavior; or

(2) a contractor employee that has had a FAA background investigation within the previous 12 months, with interrupted employment and performance on a FAA facility, and a record of acceptable behavior.

(d) If in unusual circumstances the contractor finds it necessary to utilize a person that does not meet the requirements of paragraph (a), the FAA may at its sole discretion, grant a waiver to this clause. Contractor's request

for waiver shall be in writing to the contracting officer, providing information about mitigating circumstances to the negative screening results, and explain why the person should have access to FAA facilities, resources or sensitive information. The FAA will grant or deny the waiver request in writing within 15 days following receipt. The decision to grant or deny the waiver is solely the FAA's, and is not subject to appeal or to the "Disputes" clause of this contract. The contractor understands that access suitability determinations by the responsible Security Servicing Element, although

conclusive under this contract, derive legal standing independent of the contract.

(e) If the contractor fails to perform the required screening, or disregards the results of the screening, and subject personnel are found to be unacceptable as a result of FAA background investigation(s), the contractor shall be responsible for FAA's cost of subsequent FAA background investigation(s) of the replacement personnel. The cost of additional FAA background investigation(s) may be deducted from requests for payment under the contract.

(f) The Contractor shall retain all reports and related documentation pertaining to (a) (1) through (3) for the duration of this contract, and shall make them available for review by the contracting officer, or his/her designated representative, within 10 days of written request.

(g) Neither the time required to perform the screening, nor the impact of any personnel action(s) required as a consequence of the screening shall be considered an "excusable delay" as described in the "Default" clause of this contract.

(h) Notwithstanding the diligent effort of the contractor to provide qualified and acceptable personnel for performance of the contract, the CO may by written notice deny access to FAA facilities, resources, or sensitive information to those personnel who have been deemed incompetent, careless, dangerous, unsuitable or otherwise objectionable, former federal employees in violation of a post-employment restriction, or those whose continued presence on Government property is contrary to the public interest or inconsistent with the interest of national security. The Contractor shall fill out, and cause each of its personnel on the contract to fill out for submission to the Government, such forms as may be necessary for security or other reasons relating to qualifications and suitability for contract work. Upon request of the CO, the Contractor's personnel shall be fingerprinted.

H.19 CEILING PRICE (JAN 1997)

CLA.0120

(Applicable to CLINs 6 and 7 only)

Notwithstanding the provisions of AMS 3.3.1-5, Payments under Time-and-Materials and Labor-Hour Contracts, incorporated by reference in Section I, the ceiling price required therein is applicable to and will be established for each delivery order issued hereunder and will vary depending on the work to be performed.

H.20 CONTRACT SHUTDOWN PROCEDURES PENDING

CLA.1051

APPROPRIATIONS FOR NEW FISCAL YEAR (JAN 1997)

(a) In the event no continuing resolution or permanent appropriation is in place at the outset of the new fiscal year (FY), contractor employees are expected to report for their assigned duties the first workday of that new FY. Absent an appropriation, contract services that are determined by the Government to be non-essential will be shutdown as soon as practical. To implement the shutdown, the Contracting Officer may require the contractor to stop all, or any part, of the work called for under the contract pursuant to AMS clause 3.10.1-9, Stop-Work Order.

(b) This clause does not limit the Government's rights provided by AMS 3.10.6-4, Default, or AMS 3.10.6-1, Termination for Convenience of the Government, clause of the contract.

H.21 SAVE HARMLESS AND INDEMNITY AGREEMENT (JAN 1997)

CLA.3211

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of

injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

H.22 LIABILITY INSURANCE (JAN 1997)**CLA.3212**

(a) Pursuant to AMS 3.4.1-10, Insurance--Work on a Government Installation, the insurance required of the contract during contract performance is:

(1) Workers' compensation and employer's liability as required by applicable Federal and Oklahoma State workers' compensation and occupational disease statutes. Employer's liability coverage shall be not less than \$100,000.

(2) General liability coverage written on the comprehensive form of policy providing limits of liability for bodily injury of not less than \$500,000 for each occurrence and property damage limits of liability of not less than \$100,000 for each accident.

(3) Automobile liability (applicable to vehicles used in connection with contract performance) written on the comprehensive form of policy providing coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

(b) The policy shall name "The United States of America, acting by and through the Federal Aviation Administration" as an additional insured with respect to operations performed under this contract.

(c) The policy shall include the following provision: "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration (certificate holder) 30 days in advance of any reduction in or cancellation of this policy."

(d) Certificate holder address:

FAA, NAS Contract Management Team (AMQ-240)
P. O. Box 25082
Oklahoma City, OK 73125

(e) At any time during contract performance and upon request of the Contracting Officer, the contractor shall provide a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

H.23 VEHICLE ACCESS TO AIRCRAFT RAMP/HANGAR AREA (JAN 1997)**CLA.3401**

(a) Contractor vehicles, including vehicles of suppliers and subcontractors, entering the Aeronautical Center aircraft ramp/hangar area (defined as that area east of Duke Avenue where access is limited by security guard or locked doors/gates), must display a ramp permit. The Contracting Officer is generally responsible for issuing ramp permits to contractors; however, in certain situations, the Contracting Officer may direct the contractor to obtain such ramp permits directly from the Director of Airports through the Airport Police Department. Applications for ramp permits may be obtained from the Airport Police Department or the Security and Investigations Division, AMC-700. After completion of the application, it shall be taken to AMC-700 for approval prior to taking it to the Airport Police Department for issuance of the ramp permit.

(b) Ramp permits are issued subsequent to the Contracting Officer's receipt of a current certificate of insurance for vehicle liability, furnished by the contractor, as follows:

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Bodily injury	\$200,000 for each person \$500,000 for each occurrence
Property damage	\$1,000,000 for each accident

(c) The policy of insurance shall contain the following statements:

- (1) "The United States of America, acting by and through the Federal Aviation Administration, The City of Oklahoma City, and Oklahoma City Airport Trust, are additional insureds with respect to operations performed under this contract."
- (2) "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration, in care of the issuing office, 30 days in advance of any reduction in or cancellation of this policy."

(d) The address of the certificate holder shall be:

FAA, Office of Acquisition Services
NAS, A&F Acquisition Division
Contract Administration, AMQ-240
P.O. Box 25082
Oklahoma City, OK 73125

(e) In addition to (b) and (c) above, the contractor shall furnish to the Contracting Officer, at any time during the contract period, upon request by the Contracting Officer, a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

H.24 FAA FACILITY REGULATIONS (JUL 2001)

CLA.3402

Contractor personnel, including employees of subcontractors, suppliers, etc., working or visiting an FAA facility, shall abide by all appropriate traffic, parking, security, and airport regulations in effect at that facility.

**H.25 GOVERNMENT-ISSUED KEYS/IDENTIFICATION BADGES
AND VEHICLE DECALS (NOV 2003)**

CLA.3403

(a) It may become necessary for the Government to issue keys, identification (ID) cards or vehicle decals to contractor personnel. Prior to or upon completion or termination of the work required hereunder, the contractor shall return all such government issued items to the issuing office with notification to the Contracting Officer Technical Representative (COTR).

When contract personnel who have been issued such items, either directly by the Government or through the contract supervisor, no longer require them to perform the work, the Government issued items shall be returned to the Government within three workdays. Additionally, unauthorized duplication or use of such keys, ID cards or decals is a violation of security procedures and is prohibited.

(b) In the event such keys, ID cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$200 for each key, ID card, or vehicle decal not returned. If the keys, ID cards, or vehicle decals are not returned within 30 days from the date the withholding action was initiated, the contractor will forfeit any amount so withheld.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and, for vehicles, a current ramp permit issued pursuant to Part 107 of the Federal Aviation Regulations.

(d) The Government retains the right to inspect, inventory, or audit the ID cards, keys and vehicle decals issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for to the satisfaction of the Government shall be assumed to be lost and the provisions of paragraph (b) shall apply.

(e) Keys shall be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys or identification media shall immediately be reported concurrently to the Contracting Officer (CO), COTR, the Security and Investigations Division, AMC-700 and the Office of Facility Management, AMP-300.

(f) Each contract employee, during all times of on-site performance at the Mike Monroney Aeronautical Center, shall prominently display his/her current and valid identification card on the front portion of their body between the neck and waist.

(1) Prior to any contractor personnel obtaining any pass or ID, the contractor shall submit complete documentation required under Clause entitled Security - Unescorted Access Only.

(2) To obtain the ID contractor personnel shall submit an Identification Card/Credential Application, (DOT 1681), signed by the employee and authorized by the CO or the COTR. The DOT 1681 shall be submitted at the same time the personnel security investigation paperwork required by Clause entitled Security - Unescorted Access Only, is submitted. The DOT 1681 shall contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. This paperwork shall be submitted to the Security and Investigations Division, AMC-700 in the Airmen Records Building (ARB), Rm. 124, by the contractor, in a sealed envelope, either hand-carried by the contractor or sent via U.S. Mail to: FAA, Security and Investigations Division, AMC-700, P.O. Box 25082, Oklahoma City, OK 73125. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the Aeronautical Center guards in the Headquarters Building, Room 151. Arrangements for processing the Identification Cards, including photographs and lamination, can be made by contacting the Aeronautical Center security guards at 405-954-4620.

(3) The contractor is responsible for each ID card issued for their personnel. The project manager can receive ID cards by signing the back of the DOT Form 1681 for all new applicants. ID cards may be issued to the applicant upon receipt of a completed DOT Form 1681 that has been approved by AMC-700 and signed by the project manager and the applicant on the back of the form. Each DOT Form 1681 will be retained by the Government for accountability purposes.

(g) The contractor is responsible for ensuring final clearance is accomplished for all departing contract personnel. Final clearance will be accomplished by close of business the final workday of the contract employee or the next day under special conditions. Aeronautical Center Form AC 3370-2, Contract Employee Clearance Form will be completed by the contractor and copies will be distributed to the COTR, CO, and AMC-700 after completion.

**H.26 AGREEMENT TO PARTICIPATE IN ALTERNATIVE
DISPUTE RESOLUTION (APRIL 1998)**

CLA.4540

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.27 SECURITY FORMS SUBMITTAL REQUIREMENTS (NOV 2003) CLA.4545

(a) The contractor shall submit complete (meaning every blank filled in), accurate (to the best of their knowledge) and timely (within the time frame specified in the Clause entitled Security - Unescorted Access) security forms with the required transmittal letter to the appropriate Servicing Security Element (SSE). A copy of the transmittal letter shall also be provided to the Contracting Officer.

(b) The applicable security forms are located on the Internet at <http://amq.mmac.faa.gov/security.asp> except for the Fingerprint Charts (Form No. FD-258) and ID Card Applications (DOT Form 1681) which will be provided by the COTR after contract award.

(c) Any discrepancies/incomplete forms shall be returned to the contractor's Project Manager or in lieu thereof, to the Government's Contracting Officer's Technical Representative (COTR) for return to the contractor.

(d) Failure on the contractor's part to submit complete, accurate and timely information (in whole or in part) may be grounds for termination under the Default clause of this contract.

H.28 PREVENTION OF OTHER FORMS OF HARASSMENT (MAY 2002) CLA.4551

(a) 'Harassment', as used in this clause, means any verbal, written, graphic, or physical form of harassment or other misconduct that creates or that may reasonably be expected to create an intimidating, hostile, or offensive work environment based on race, color, religion, gender, sexual orientation, national origin, age, or disability.

(b) It is FAA policy that harassment as defined in paragraph (a) above will not be tolerated or condoned in the FAA workplace. It is also FAA's intent to effectively address inappropriate conduct.

(c) The Contractor agrees to support this policy in performing work under this contract, and that harassment in any form will not be tolerated in the FAA workplace.

(d) If the Contractor, or a subcontractor of any tier, subcontracts any portion of the work under this contract, each such subcontract shall include this provision.

(e) The Contractor shall take whatever corrective action it deems necessary to promptly address harassment in the FAA workplace, or on an FAA site. The Contractor agrees to immediately provide the Contracting Officer all relevant information pertaining to any such conduct, and notify him/her of its planned action.

(f) The Contracting Officer may require the Contractor to remove employee(s) from the FAA worksite that the Contracting Officer deems to have engaged in harassment as defined in paragraph (a) above.

(g) Any FAA action under subsection (f) above does not relieve the Contractor of its liability or obligations under the Civil Rights Act of 1964, or any other applicable law or regulation.

H.29 SECURITY - UNESCORTED ACCESS ONLY (SEPTEMBER 2003)

CLA.4554

(a) Definitions.

(1) Access - In general the term "access" is defined as the ability to physically enter or pass through an FAA area or a facility; or having the physical ability or authority to obtain FAA sensitive information, materials or resources. In relation to classified information, the ability, authority or opportunity to obtain knowledge of such information or materials.

(2) Classified information - means official information or material that requires protection in the interest of national security and is classified for such purpose by appropriate classification authority in accordance with the provisions of Executive Order 12958, Classified National Security Information, in accordance with the provisions of Executive Order 12968, Access to Classified.

(3) Contractor employee as used for personnel security - any person employed as or by a contractor, subcontractor or consultant in support of the FAA.

(4) FAA Facility as it applies to personnel security - any manned or unmanned building, structure, warehouse, appendage, storage area, utilities, and components, which, when related by function and location form an operating entity owned, operated, or controlled by the FAA.

(5) Operating Office - a FAA line of business, an office or service in FAA headquarters, or a FAA division level organization in a region or center.

(6) Resources - FAA resources include a physical plant, information databases including hardware and software, as well as manual records pertaining to agency mission or personnel.

(7) Sensitive Information - any information which if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. Sensitive data also includes proprietary data.

(8) Servicing Security Element - the FAA headquarters, region, or center organizational element, which is responsible for providing security services to a particular activity.

(b) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have access to FAA: (1) facilities, (2) sensitive information, and/or (3) resources regardless of the location where such access occurs, and none of the exceptions listed in FAA Order 1600.72, Chapter 4, paragraph 403g, 403i-1 and/or 409, pertain.

(c) Consistent with FAA Order 1600.72, the FAA Servicing Security Element (SSE) has approved designated risk levels for the following positions under the contract:

Position	Risk Level
Security Guard CON 081	5
Driver/Courier	1
Administrative/Secretary CON 064	5

(d) Not later than 30 days after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position, provided, no previous background investigations can be supported as described below, the contractor shall submit the following documentation to the SSE for an employment suitability determination.

(1) Standard Form (SF) 85P, Questionnaire for Public Trust Positions, revised September 1995. The SF 85P shall be completed (all questions answered) in accordance with the instruction sheet.

(2) One single sheet fingerprint card (FD-258). The FAA SSE will provide information pertaining to the location of fingerprinting facilities. All

fingerprint charts shall be written in ink or typewritten with all answerable question blocks completed, and shall be signed and dated within the 60-day period preceding the submission.

(3) The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and shall serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72. If an employee has had a previous background investigation completed by a federal Government entity, which meets the requirements of Chapter 4 of FAA Order 1600.72, it will be accepted by the FAA, however, the FAA reserves the right to conduct further investigations, if necessary. For each employee for whom a previous background investigation was completed the Contractor shall provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity and approximate date the previous background investigation was completed.

(4) The Contractor shall submit the required information with a transmittal letter referencing the contract number and this request to:

Mike Monroney Aeronautical Center Contracts:
Mgr., Investigations and Internal Security Branch, AMC-700
Federal Aviation Administration
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

(5) The transmittal letter shall also include a list of the names of employees and their positions for which completed forms were submitted to the SSE pursuant to this Clause. A copy of the transmittal letter shall also be provided to the Contracting Officer.

(e) The contractor shall submit the information required by Section (d) of this Clause for any new employee not listed in the Contractor's initial thirty (30) day submission who is hired into any position identified in Section (c) of this Clause.

(f) No contractor employee shall work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work. However, if this provision is added by modification to an existing contract, contractor employees performing in the positions listed above may continue work on the contract pending:

- (1) the submittal of all necessary forms within 30 days, and
- (2) completion of a suitability investigation by the SSE, subject to the following conditions:

NONE

(3) If the necessary forms are not submitted by the Contractor to the SSE within 30 days of the effective date of the modification, the contractor employee shall be denied access to FAA facilities, sensitive information and/or resources until such time as the forms are submitted.

(g) As applicable, the Contractor shall submit quarterly reports providing the following information to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth day following each report period: A complete listing by full name in alphabetical order with the social security number, of all contractor personnel who had access to an FAA facility, sensitive information and/or resources anytime during the report period (social security number shall be omitted from CO and Operating Office copies of report(s)).

(1) In addition to the above mentioned quarterly report requirements, the Contractor shall submit to the SSE on or before the fifth day of each month, any employment changes made during the reporting period. Examples of such changes are terminations (to include name, SSN, termination date), new hires (to include name, SSN, hire date), and name changes. All lists should be in alphabetical order and have the name of the Contractor and the contract number.

(h) The Contractor shall notify the CO within one (1) day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.

(i) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the Contractor shall provide, or cause each of its employees to provide such security information to the SSE, and the same transmittal letter requirements of Section (d) of this Clause shall apply.

(j) Failure to submit information required by this clause within the time required may be determined by the Contracting Officer a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (1) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 4, paragraph 403g, 403i-1, and 409 of FAA Order 1600.72 do not apply.

(m) All contractor personnel involved with the performance of this contract requiring access as defined by this clause, in performance of this contract, shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Copies of applicable documentation must be available to appropriate Federal Officials upon request.

(n) Aliens and foreign nationals proposed under this contract who have access to FAA sensitive information, facilities and/or resources must meet the following conditions in accordance with FAA Order 1600.72, chapter 4, paragraph 407: (1) must have resided within the United States for 3 consecutive years of the last 5 years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72, chapter 4, paragraph 409(b) (3); (2) a risk or sensitivity level designation can be made for the position; and (3) the appropriate security screening can be adequately conducted.

H.30 QUALIFICATIONS OF EMPLOYEES (DEC 2002)

CLA.4552

The Contracting Officer will provide notice to the Contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The Contractor shall take appropriate action, including the removal of such employees from working on this FAA contract, at their own expense. The contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this contract.

H.31 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of

a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

PART II - SECTION I - CONTRACT CLAUSES

3.2.2.3-39 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (JUNE 1999)

Exceptions from cost or pricing data.

(a) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments on the date of the agreement on price or date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(1) Information relative to an exception granted for prior or repetitive acquisitions.

(2) Catalog price information as follows:

(i) Attach a copy of or identify the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which this proposal is being made.

(ii) Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, and reseller.

(iii) Additionally, for each catalog item that exceeds [\$25,000, provide evidence of substantial sales to the general public. This may include sales order, contract, shipment, invoice, actual recorded sales or other records that are verifiable. In addition, if the basis of the price proposal is sales of essentially the same commercial item by affiliates, other manufacturers or vendors, those sales may be included. The offeror shall explain the basis of each offered price and its relationship to the established catalog price. When substantial general public sales have also been made at prices other than catalog or price list prices, the offeror shall indicate how the proposed price relates to the price of such recent sales in quantities similar to the proposed quantities.

(3) Market price information. Include the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. The nature of the market should be described. The supply or service being purchased should be the same as or similar to the market price supply or service. Data supporting substantial sales to the general public is also required.

(4) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(5) Information on modifications of contracts or subcontracts for commercial items.

(i) If (1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, catalog or market prices of commercial items, or prices set by law or regulation; and (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(ii) For a commercial items, the Contractor may provide information on prices at which the same item or similar items have been sold in the commercial market.

(b) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. Access does not extend to cost or price information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(c) By submitting information to qualify for an exception, an offeror is not representing that this is the only exception that may apply.

(d) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data as specified in the Appendix to Toolbox Guidance Section T.3.2.3, "Cost and Pricing Methodology".

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data as described in the Appendix to Toolbox Guidance Section 3.2.3, "Cost and Price Methodology".

3.2.2.3-75 REQUESTS FOR CONTRACT INFORMATION (APRIL 2002)

Any contract resulting from this SIR will be considered a public document, subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552. Unless covered by an exemption described in the Act, all information contained in the contract, including unit price, hourly rates and their extensions, may be released to the public upon request. Offerors are therefore urged to mark any sensitive documents submitted as a result of this Screening Information Request SIR that may be deemed as trade secrets, proprietary information, or privileged or confidential financial information.

3.2.4-16 Ordering (October 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the effective period of the contract stated in the Schedule.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule. (End of clause)

3.2.4-17 Order Limitations (October 1996)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$25, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of the estimated annual requirement specified in Part I, Section B;

(2) Any order for a combination of items in excess of the estimated annual requirement specified in Part I, Section B; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source. (End of Clause)

3.2.4-19 Requirements (October 1996) (Applicable to CLIN 6 and 7 only)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the delivery date required by order(s) placed within the ordering period.

3.2.4-34 Option to Extend Services (April 1996)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

3.2.4-35 Option to Extend the Term of the Contract (April 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within the present term of the contract; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years (exclusive of any transition period). (End of clause)

3.3.1-11 Availability of Funds for the Next Fiscal Year (April 1996)

Funds are not presently available for performance under this contract beyond the current fiscal year. The FAA 's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond the current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

3.6.1-7 Limitations on Subcontracting (August 1997)

By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for:

(a) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the prime contractor.

(b) Supplies (other than procurements from a regular dealer in such supplies). The prime contractor shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(c) General construction. The prime contractor shall perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(d) Construction by special trade contractors. The prime contractor shall perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

Compute small business subcontracting labor cost percentages as follows:

Contractor Subcontractor
Direct Labor \$ _____ \$ _____
Allowable Overhead _____
Subtotal (A) _____ (B) _____
Labor G&A @ _____ % _____
Total Labor Costs (C) _____ (D) _____

To calculate the subcontracting percentage, first add Direct Labor and Allowable Overhead and enter the figures for the contractor in space (A) and for the subcontractor (if available)* in space (B).

Next, calculate Labor G & A by multiplying the G & A rate by the subtotal figure in space (A). Calculate subcontractor Labor G & A by multiplying the subcontractor's G & A rate by figure (B). Add the Labor G & A to the Subtotal and record that figure in the spaces for Total Labor Costs (C) and (D).

Now, using the formula $(D)/(C) + (D)$, calculate the subcontracting labor cost percentage.

*You need to be comparing as like figures as possible; therefore, if you have a breakdown of the subcontractor's costs, use it in the formulation above. If you do not have a breakdown of the subcontractors' costs, you should use the Total Subcontracting Amount for item (D), though you should still breakdown the contractor's costs.

3.6.1-8 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE SEDB CONCERNS April 2000)

(a) Offers are solicited only from "eligible socially and economically disadvantaged business (SEDB)" concerns. As used herein, an "eligible SEDB" concern is a small business concern expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program and which meets the following criteria at the time of release of the initial SIR or public announcement (if issued), whichever is first:

(1) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action direct by the the SBA.

(b) By submission of its offer, the offeror certifies that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) (1) Agreement. A manufacturer or regular dealer submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States, its territories or possessions, the Commonwealth of Puerto Rico, or the Trust Territory of the Pacific Islands. However, this requirement does not apply in connection with construction or service contracts.

(2) The contractor will notify the Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party. (End of clause)

3.6.2-29 Statement of Equivalent Rates for Federal Hires (April 1996)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. This Statement is for Information Only: It Is Not a Wage Determination

Employee class Benefits	Monetary Wage-Fringe
Security Guard (FG-5)	\$12.59
Driver/Courier	\$10.02
Administrative/Secretary	\$14.03

3.8.2-17 Key Personnel and Facilities (July 1996)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and

shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

William J. Price

Jim Price

Tom Marshall

Bob Williams

Joe Chappell

[List key personnel and/or facilities]

3.8.2-11 Continuity of Services (April 1996) (R)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 30 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a prorata portion of the fee (profit) under this contract. (End of clause)

3.9.1-2 Protest After Award (August 1997)

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer) to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall

resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause. (End of clause)

3.1-1 Clauses and Provisions Incorporated by Reference (September 2002)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "Contract Writing/Clauses").

- 3.2.2.3-30 Termination of Defined Benefit Pension Plans (April 1996)
- 3.2.2.3-32 Waiver of Facilities Capital Cost of Money (April 1996)
- 3.2.2.3-33 Order of Precedence (January 1999)
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 1996)
- 3.2.5-1 Officials Not to Benefit (April 1996)
- 3.2.5-3 Gratuities or Gifts (January 1999)
- 3.2.5-4 Contingent Fees (October 1996)
- 3.2.5-5 Anti-Kickback Procedures (October 1996)
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)
- 3.3.1-1 Payments (April 1996)
- 3.3.1-5 Payments under Time-and-Materials and Labor-Hour Contracts (April 2001)
- 3.3.1-6 Discounts for Prompt Payment (April 1996)
- 3.3.1-7 Limitation on Withholding of Payments (April 1996)
- 3.3.1-8 Extras (April 1996)
- 3.3.1-9 Interest (April 1996)
- 3.3.1-10 Availability of Funds (April 1996)
- 3.3.1-15 Assignment of Claims (April 1996)
- 3.6.3-16 Drug Free Workplace (January 2004)
- 3.3.1-17 Prompt Payment (January 2003)
- 3.3.1-25 Mandatory Information for Electronic Funds Transfer (EFT) Payment - Central Contractor Registration (CCR) (June 2001)
- 3.3.2-1 FAA Cost Principles (October 1996)
- 3.4.1-11 Insurance--Liability to Third Persons (October 1996)
- 3.4.1-12 Insurance (July 1996)

3.4.2-7 Federal, State, and Local Taxes--Fixed-Price, Noncompetitive Contract (April 1996)

3.5-2 Notice and Assistance Regarding Patent and Copyright Infringement (April 1996)

3.5-3 Patent Indemnity (April 1996)

3.5-13 Rights in Data--General (October 1996)

3.6.2-2 Convict Labor (April 1996)

3.6.2-9 Equal Opportunity (August 1998)

3.6.2-10 Equal Opportunity Preaward Clearance of Subcontracts (November 1997)

3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans (January 1998)

3.6.2-13 Affirmative Action for Handicapped Workers (April 2000)

3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (January 1998)

3.6.2-16 Notice to the Government of Labor Disputes (April 1996)

3.6.2-28 Service Contract Act of 1965, as Amended (April 1996)

3.6.2-30 Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (April 1996)

3.6.3-2 Clean Air and Clean Water (April 1996)

3.6.3-16 Drug Free Workplace (January 2004)

3.7-1 Privacy Act Notification (October 1996)

3.7-2 Privacy Act (October 1996)

3.8.2-10 Protection of Government Buildings, Equipment, and Vegetation (April 1996)

3.9.1-1 Contract Disputes (November 2002)

3.10.1-7 Bankruptcy (April 1996)

3.10.1-12 Changes--Fixed-Price (April 1996)

3.10.1-12 Changes--Fixed-Price (Alternate I) (April 1996)

3.10.1-14 Changes--Time and Materials or Labor Hours (April 1996)

3.10.1-22 Contracting Officer's Technical Representative (July 1996)

3.10.2-3 Subcontracts (Time-and-Materials and Labor-Hour Contracts) (April 1996)

3.10.2-5 Competition in Subcontracting (January 1998)

3.10.3-1 Definitions (April 2004)

3.10.3-2 Government Property-Basic Contract (April 2004)

3.10.5-1 Product Improvement/Technology Enhancement (April 1996)

3.10.6-1 Termination for Convenience of the Government (Fixed Price) (October 1996)

3.10.6-3 Termination (Cost-Reimbursement) (October 1996)

3.10.6-3 Termination (Cost-Reimbursement) Alternate IV (October 1996)

3.10.6-4 Default (Fixed-Price Supply and Service) (October 1996)

3.10.6-7 Excusable Delays (October 1996)

PART III - SECTION J
LIST OF ATTACHMENTS

<u>ATTCH</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
1	Statement of Work for FAA, MMAC Security Guard Service	8/13/04	55
2	Wage Determination No. 94-2431 (Revision No. 23)	7/09/04	8

3	Wage Determination No. 04-0007 (Revision No. 1)	1/9/04	1
4	Screening Standards - Contractors	7/01	1
5	Adjudicative Standards	7/2001	1
6	Reserved		
7	Figure 4-3, Certification of Physical Qualifications (Reference SOW C.6.6 & Order 1600.69B)	3/1/99	1
8	AC Order 1600.18F, Parking and Traffic at the MMAC	Undated	
9	AC Order 1600.25D, FAA Identification Media, Official Credentials, Passports, and Vehicle Identification Media	1/22/92	
10	Order 1600.69B, FAA Facility Security Management Program (Chapter 4, FAA Contract Guard Services)	9/12/03	
11	AC Order 3940.1C, Procedures for Handling Injury, Illness, or Fire at the MMAC	10/18/90	
12	Order 5200.7, Training for Drivers In an Airport Operations Area	11/18/92	
13	Order 1600.1D, Personnel Security Program	2/5/98	
14	Order 1280.1A, Protecting Privacy of Information About Individuals	10/7/94	
15	FAA Order 1600.72, Contractor and Industrial Security Program	4/4/01	
16	FAA Order 1600.73, Contractor and Industrial Security Program Operating Procedures	11/30/00	